

HIGH COURT OF MADHYA PRADESH: JABALPUR**No. Reg (IT)(SA)/2023/173****Dated:28.01.2023****// CLARIFICATION / CORRIGENDUM //**

Sub:- The matter regarding to publish the clarification / reply of pre-bid meeting dated: 13th January, 2023 of the tender regarding Online Examination (Computer Based Test): Conduct and Processing of Examinations of High Court of Madhya Pradesh, Jabalpur with reference to tender no. Reg (IT)(SA)/2023/06, dated: 03-01-2023.

Ref:- Pre-Bid Meeting dated: 13th January, 2023.

Reply / Clarification to the pre-bid queries

On the basis of queries submitted by the bidders, the detailed reply / clarification are prepared as per details given below:-

Query No.	Name of Bidder / Tender Reference (Section No. /Page No.)	Content of Tender Requiring Clarification	Query of the bidder / remarks of the bidder	Reply / clarification to the query /remarks by the High Court
1	General	-	We request MPHC to allow suggestions to be submitted along with the bid and the final agreement will be signed with mutually agreed terms and conditions.	NA
2	General	-	Request MPHC to extend the Bid Submission date for another 21 days from 6 th Feb 2023.	Yes accepted.
3	4, Terms And Conditions For E-Tendering – Point 1.12	The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.	Request MPHC to accept Power Attorney in our existing format instead of authorization letter. Kindly confirm whether this will be acceptable.	Yes accepted.

4	8, Pre-Examination Phase	The selected bidder is expected to arrange for Jammer facility at all online Examination Centre as required by the High Court and for this bidder may take help of the High Court.	Examination centers provided will have the facility for installing security and access control systems including signs silencers/jammers. However, jammers would be installed by MPHC vendor after approvals from respective authority. The approvals will be obtained by MPHC. Kindly confirm whether this will be acceptable.	Yes accepted.
5	8, Pre-Examination Phase	The selected bidder shall make payment for the expenditure incurred on Jammers facility out of money received from candidates through payment Gateway.	Examination centers provided will have the facility for installing security and access control systems including signs silencers/jammers. However, jammers would be installed by MPHC vendor after approvals from respective authority. The approvals will be obtained by MPHC. Kindly confirm whether this will be acceptable.	Yes accepted (if applicable).
6	10, Pre – Examination Phase	The helpdesk duration is for all working days and holidays from 8.00 AM to 8.00 PM.	Helpdesk support can be provided on regular business working hours (i.e., 9 hrs. a day) and 6 days in a week. Kindly confirm whether this will be acceptable.	No change.
7	10, Pre-Examination Phase	Individual password shall be given to each candidate by the Bidder at the examination center after verification of the documents.	Individual password shall be given to each candidate by the Bidder at the examination centre after verification of the documents and once the candidate is seated in his/her designated seat. However, Question Paper will be decrypted only when the first candidate clicks on the start button to start the examination. Kindly confirm whether this	Yes accepted.

			will be acceptable.	
8	12, Examination Phase	Response time for question/page loading must be less than one second.	<p>Response time for question / page loading is usually less than one second.</p> <p>This is also dependent on multiple factors such as Laptop Server, LAN/Network Bandwidth and Candidate System Configuration.</p> <p>In case if the question paper has heavy images / audio / video etc. it will depend on size of media. which also impacts the overall response time.</p> <p>Kindly confirm whether this will be acceptable.</p>	Yes accepted.
9	12, Examination Phase	While exam may be conducted on local LAN, data of test progress should be transferred to central server on real time basis (or as specified by High Court of Madhya Pradesh, Jabalpur) for monitoring purposes. Bidder should provide reports to High Court of Madhya Pradesh, Jabalpur to view the test progress.	<p>Authorized personnel from High Court will have access to web based TCS iON command centre. Near real time monitoring of computer based examination can be done using TCS iON Command Centre.</p> <p>Kindly confirm whether this will be acceptable.</p>	As per tender document.
10	13, Examination Phase	At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 1 Hour from each exam center.	<p>Candidate responses for shift ending 6 PM can be provided / transferred to central server the same day and any shift ending post 6 PM responses can be shared the next day by 11 AM.</p> <p>Kindly confirm whether this will be acceptable.</p>	No change.
11	13, Post Examination Phase	The selected Bidder should be able to hand over the raw responses/data to High Court of Madhya Pradesh, Jabalpur	Raw responses for shift ending 6 PM can be provided / transferred to central server the same day and any shift ending post 6 PM responses can	Quote as per tender.

		immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.	be shared the next day by 11 AM. Kindly communicate and confirm the same with customer. Kindly confirm whether this will be acceptable.	
12	14, Post Examination Phase	MIS generation/ customized reports: The selected Bidder shall provide adequate information to the Examination Wing as per the requirement of the High Court of Madhya Pradesh, Jabalpur. All type of reports which are required by the examination cell shall be required to be prepared by the bidder. The MIS report / customize report shall be developed in order to meet the requirement of Examination Cell of the High Court.	All the requisite MIS and other report related information / requirements to be discussed and mutually agreed. Kindly confirm whether this will be acceptable.	Quote as per the tender (No change).
13	14, 4. Essential Technical Pre-requisites – Point No 3	The average annual turnover of the bidder should be at least Rs. 25 crores during last 3 financial years. The turnover should be of the bidder and not of the group companies. The turnover refers to a company turnover and not the composite turnover of its subsidiaries/sister concerns etc. for 2019-20, 2020-21 and 2021-22	We request the following changes to the clause: The average annual turnover of the bidder should be at least Rs. 25 <u>100</u> crores during last 3 financial years. The turnover should be of the bidder and not of the group companies. The turnover refers to a company turnover and not the composite turnover of its subsidiaries/sister concerns etc. for 2019-20, 2020-21 and 2021-22	No change.
14	14, 4. Essential Technical Pre-requisites – Point No 4	The bidders Average Annual Turnover during last three years should be Rs. 15 Crores or more in India from computer based	We request the following changes to the clause: The bidders Average Annual Turnover during last three years should be Rs.	No change.

		examinations and other related examination process. (Attached documentary evidence such as audited Balance sheet etc)	45 <u>50</u> Crores or more in India from computer based examinations and other related examination process. (Attached documentary evidence such as audited Balance sheet etc)	
15	15, 4. Essential Technical Pre-requisites – Point No 7	The bidder must have ongoing / successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in 15 or more cities with capability of 20,000 or more candidates in single shift. The documentary evidence in form of work Order / contract and performance report/ must be enclosed on the client's letter head/ Company secretary Certificate. (Bidder's past achievement in this regard shall be considered for technical evaluation).	We request the following changes to the clause: The bidder must have ongoing / successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in <u>150</u> or more cities with capability of <u>20</u> <u>50,000</u> or more candidates in single shift. The documentary evidence in form of work Order / contract and performance report/ must be enclosed on the client's letter head/ Company secretary Certificate. (Bidder's past achievement in this regard shall be considered for technical evaluation).	The bidder must have ongoing / successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in 20 or more cities with capability of 25,000 or more candidates in single shift. The documentar y evidence in form of work Order / contract and performanc e report/ must be enclosed on the client's letter head/ Company secretary Certificate. (Bidder's past achievem ent in this regard shall be

				considered for technical evaluation).
16	16, 4. Essential Technical Pre-requisites – Point No 12	The bidder must have authorized quality and security software certifications i.e. ISO-27001, ISO 20000 and ISO 9001.	We request the following changes to the clause: The bidder must have authorized quality and security software certifications i.e., ISO-27001, ISO 20000, and ISO 9001 <u>and CMMi.</u>	Yes changed as :- The bidder must have authorized quality and security software certifications i.e., ISO-27001, ISO 20000, ISO 9001 <u>and CMMi.</u>
17	16, 4. Essential Technical Pre-requisites – Point No 16	The bidder should not have been blacklisted by central / state government departments / undertakings. The bidder should not be blacklisted by the Central Government / State Government and other Semi Government Department and undertaking of the same is provided by the vendor as on the date / day of bidding (date of online submission).	We request the following changes to the clause: The bidder should not have been blacklisted by central / state government departments / undertakings. The bidder should not be blacklisted by the Central Government / State Government and other Semi Government Department and undertaking of the same is provided by the vendor as on the date / day of bidding (date of online submission). <u>If any firm has been blacklisted by a government agency in India, a detailed report should be submitted describing reasons for blacklisting and solutions created to overcome it.</u>	Yes changed.
18	17, 5. Scoring Model – Point No 1.1.2	CMMi level ISO 27001/ISO20000/ISO9001 – 5 Marks CMMi level 3 with ISO 27001 – 10 Marks CMMi level 5 with ISO 27001 – 15 Marks	We request the following changes to the clause: CMMi level <u>3</u> for <u>Development and Services</u> <u>ISO 27001/ISO20000/ISO9001</u> – 5 marks CMMi level <u>3</u> <u>4</u> with <u>ISO 27001</u> for <u>Development and Services</u> – 10 marks	Yes changed as :- The CMMi level 3 or CMMi level 5 to be in the field of software / application development and

			CMMi level 5 with ISO 27001 <u>for Development and Services</u> – 15 marks	services. Rest is as per tender document.
19	5. Scoring Model – Point No – 1.1.3	Overall IT staff strength (Project Management/ Development/ Quality Assurance/ Implementation/ Operations)	We request the following changes to the clause: Overall <u>regular</u> (On roll) IT staff strength (Project Management/ Development/ Quality Assurance/ Implementation/ Operations)	Yes changed that overall IT staff to be On roll.
20	5. Scoring Model – Point No – 1.2.1	Annual Turnover of Company for the period of 2019-2020, 2020-2021, 2021-2022. <100 Crore INR – 1 Marks >100 to 250 Crore INR – 3 Marks >250 Crore INR – 5 Marks	We request the following changes to the clause: <u>Average Annual annual Turnover turnover</u> of Company for the period of 2019-2020, 2020-2021, 2021-2022. <u>≤</u> 100 Crore INR – 1 Marks >100 to 250 Crore INR – 3 Marks >250 Crore INR – 5 Marks	Average Annual Turnover of Company for the period of 2019-2020, 2020-2021, 2021-2022. <50 Crore INR – 1M >50 to 100 Crore INR – 3M >100 Crore INR – 5M
21	5. Scoring Model – Point No – 1.2.2	Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022. <50 Crore INR – 2 Marks >50 - 70 Crore INR – 5 Marks >75 Crore INR – 10 Marks	We request the following changes to the clause: Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022. <u>≤</u> 50 <u>100</u> Crore INR – 2 Marks > 50 <u>100</u> – 70 <u>200</u> Crore INR – 5 Marks > 75 <u>200</u> Crore INR – 10 Marks	Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022. <25 Crore INR – 2M >25 - 70 Crore INR – 5M >70 Crore INR – 10M.
22	18, 5. Scoring Model –	No of Assignments in computer based examination (with	We request the following changes to the clause:	No change.

	Point No – 1.3.1	more than 25,000 candidates) completed in India in last three year (as on date of bid submission) < 5 assignments – 2 Marks 5 - 10 assignments – 5 Marks > 10 assignments – 10 Marks	<u>Maximum no. of candidates appeared</u> No—of Assignments in computer based examination (with more than 25,000 <u>in single shift candidates</u>) completed in India in last three year (as on date of bid submission) < 5 assignments =50,000 – 1,00,000 candidates – 2 Marks <u>5 1,00,001 – 1,50,000 assignments candidates</u> – 5 Marks <u>> 1,50,000 assignments candidates</u> – 10 Marks	
23	18, 5. Scoring Model – Point No – 1.3.3	Infrastructure Capability in India (Proof to be submitted) <=10,000 – 2 Marks 10,001 - 20,000 – 5 Marks >20,000 – 10 Marks	We request the following changes to the clause: <u>Owned</u> Infrastructure Capability in India (Proof to be submitted) <=10 <u>50,000</u> – 2 Marks 10 50,001 –1,200,000 – 5 Marks >20 <u>1,00,000</u> – 10 Marks	No change.
24	18, 5. Scoring Model – Point No – 1.3.4	Primary Data Center with Secondary DC site to be managed by the bidder for data Security Tier III DC infrastructure with Secondary DC Outsourced by the bidder – 5 Marks Tier III DC infrastructure with Secondary DC owned by the bidder – 10 Marks Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification – 20 Marks	We request the following changes to the clause: Primary Data Center with Secondary DC site to be managed by the bidder for data Security Tier III DC infrastructure with Secondary DC Outsourced by the bidder – 5 Marks Tier III DC infrastructure with Secondary DC owned by the bidder – 5 Marks Tier III DC infrastructure with Secondary DC owned by the bidder <u>with Cert-in Certified infrastructure or ISO 27000 certification</u> – 10 Marks Tier III <u>IV</u> DC infrastructure with <u>Tier III</u> Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification – 20 Marks	Yes changed as :- Primary Data Center with Secondary DC site to be managed by the bidder for data Security. Tier III DC infrastructure with Secondary DC Outsourced by the bidder – 5 Marks Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification – 10 Marks Tier IV DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification – 20 Marks

25	22, 8. General Information	The name and signature of bidder's authorized person should appear on each page of the application.	<p>As the no of pages of the bid document would be huge physical signature on each page would be difficult.</p> <p>Request to confirm whether digital signature of the authorized signatory (on last page) is acceptable.</p> <p>This secure process allows the authorized signatory to Digitally Sign the Proposal Document on the last Page and disallows any modification/updates to the same after signing and the same shall be printed and submitted.</p> <p>Kindly confirm whether this will be acceptable.</p>	Yes accepted.
26	31, ANNEXUR E- II - DETAILS OF SIMILAR WORKS EXECUTED	Cost of Work (in lakh / crore)	<p>We request deletion of this column as due to NDA signed with our customers, we cannot share the cost of work along with the volume of work.</p> <p>Kindly confirm whether this will be acceptable.</p>	Yes accepted.
27	32, ANNEXUR E – III – Point 8	Have you or your constituent partner(s) been debarred / black listed for tendering in any organization at any time? If so, give details.	<p>We request to consider the following:-</p> <p>If any firm has been blacklisted by a government agency in India, a detailed report should be submitted describing reasons for blacklisting and solutions created to overcome it.</p>	Yes changed as :- If any firm had been blacklisted in past by a government agency in India, a detailed report should be submitted describing reasons for blacklisting and solutions created to overcome it.
28	35, B. Examinatio	Exam Hall must have auto generated	We understand the encrypted code refers to	Yes accepted.

	n server at each examination centre:- Point 3	encrypted code for paper. Thus auto generated code (id) must be distributed randomly. The first candidate who comes in exam room shall have first code, second shall get second code and likewise.	password for the candidates to appear the examination. As per our process individual password shall be given to each candidate by the Bidder at the examination centre after verification of the documents and once the candidate is seated in his/her designated seat. However, Question Paper will be decrypted only when the first candidate clicks on the start button to start the examination. Kindly confirm whether our understanding is correct and this will be acceptable.	
29	36, B. Examination server at each examination centre:- Point 6	Each examination hall should have at least two CCTV cameras with audio recording facility to the monitoring server not less than 5 Mhz frequency.	We request following modification to the clause: Each examination hall should have at least two CCTV cameras with audio recording facility to the monitoring server not less than 5 Mhz frequency.	Yes changed.
30	36, B. Examination server at each examination centre:- Point 7	The recording of desktop of each Examinee computer should also be uploaded to monitoring server on real time basis which in turn to be secured at the monitoring server contemporaneously.	We request deletion of the clause.	Yes changed.
31	36, B. Examination server at each examination centre:- Point 8	The local server installed at Examination Centre should be connected through VPN to the master server.	We use 128 bit encryption and MD5 Hash algorithm to transfer exam data from local server to data Centre. Kindly confirm whether this will be acceptable.	Yes accepted.
32	22, 8. General Information	The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly	The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and	No change.

		<p>crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head. The bidder should enclose online bid security (EMD) of Rs.10 Lakhs of the High Court of Madhya Pradesh, Jabalpur in the form of online mode through eprocurement tender portal www.mptenders.gov.in in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for 36 months, equal to 3 percent (3%) of contract value within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful</p>	<p>rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head <u>and suggestion sheet</u>. The bidder should enclose online bid security (EMD) of Rs.10 Lakhs of the High Court of Madhya Pradesh, Jabalpur in the form of online mode through eprocurement tender portal www.mptenders.gov.in in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for 36 months, equal to 3 percent (3%) of contract value within 15 days <u>signing the Agreement on mutual terms and conditions</u> from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract <u>on mutual terms and conditions</u> along with performance security deposit. The EMD stands forfeited in case the bidder</p>	
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		bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document	withdraws or amends his bid after submission of tender document.	
33	24, 8. General Information	All disputes arising shall be subject to the jurisdiction of appropriate court of Jabalpur, Madhya Pradesh, India alone and shall be governed by the law of India. In case of any dispute following arbitration clause will apply:-Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice of High Court of M.P., Jabalpur. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall be at Jabalpur only. The expense of arbitration will be incurred by the parties asked and subject to final award. The Arbitration & Reconciliation Act 1996 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this contract.	All disputes arising shall be subject to the jurisdiction of appropriate court of Jabalpur, Madhya Pradesh, India alone and shall be governed by the law of India. In case of any dispute following arbitration clause will apply:- Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator <u>mutually appointed by the Parties</u> appointed by Hon'ble the Chief Justice of High Court of M.P., Jabalpur. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall be at Jabalpur only. The expense of arbitration will be incurred by the parties asked and subject to final award. The Arbitration & Reconciliation Act 1996 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this contract.	No change.
34	24, 8.	The payment shall be	The payment shall be in	No change.

	General Information	in Indian Rupees and shall be paid only after successful completion of work without error and delays. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc. In case the bidder fails to execute the contract, the High Court of Madhya Pradesh, Jabalpur shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty	Indian Rupees and shall be paid only after successful completion of work without error and delays. The successful bidder has to sign an agreement <u>on mutual terms and conditions</u> on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays errors, cost and time over runs etc. In case the bidder fails to execute the contract, the High Court of Madhya Pradesh, Jabalpur shall have liberty to get it done through any other agency. With full cost recoverable from the bidder in addition to damages and penalty	
35	26, Notification of Award	Prior to the expiration of the validity period, High Court of Madhya Pradesh, Jabalpur will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, High Court of Madhya Pradesh, Jabalpur may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, High Court	Prior to the expiration of the validity period, High Court of Madhya Pradesh, Jabalpur will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, High Court of Madhya Pradesh, Jabalpur may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee <u>within 15 days of signing the Agreement</u> , High Court of Madhya Pradesh, Jabalpur will notify each unsuccessful bidder and return their EMD. The EMD	Yes accepted.

		of Madhya Pradesh, Jabalpur will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract	of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract <u>on mutually agreed terms and conditions</u>	
36	26, Performance Guarantee	The High Court of Madhya Pradesh, Jabalpur will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the Notification of award, for a value equivalent to 3% of the total cost. The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, High	The High Court of Madhya Pradesh, Jabalpur will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days <u>of signing the Agreement on mutually agreed terms and conditions</u> from the Notification of award , for a value equivalent to 3% of the total cost <u>contract value</u> . The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period . The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, High	The High Court of Madhya Pradesh, Jabalpur will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the Notification of award, for a value equivalent to 3% of the total contract value . The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project. The Performanc

		<p>Court of Madhya Pradesh, Jabalpur at its discretion may cancel the order placed on the selected bidder without giving any notice. The High Court of Madhya Pradesh, Jabalpur shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or High Court of Madhya Pradesh, Jabalpur incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions</p>	<p>Jabalpur shall <u>terminate the agreement</u> invoke—the performance guarantee, in case the selected Vendor fails to discharge their contractual obligations during the period or High Court of Madhya Pradesh, Jabalpur incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions</p>	<p>e Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, High Court of Madhya Pradesh, Jabalpur at its discretion may cancel the order placed on the selected bidder without</p>
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				giving any notice. The High Court of Madhya Pradesh, Jabalpur shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or High Court of Madhya Pradesh, Jabalpur incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.
37	27, Time Frame	The successful bidder would be required to make the system up and operational within a period of 10 days from the date of signing of Contract	The successful bidder would be required to make the system up and operational within a <u>mutually agreed time period as specified in the Contract.</u> of 10 days from the date of signing of Contract.	Yes changed.
38	27, Information security and data privacy	The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards	The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The vendor shall	No change.

		<p>with best practices. The vendor shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to</p>	<p>be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor <u>Each Party (The Receiving Party)</u> shall have to maintain strict privacy and confidentiality of all the data ("<u>Confidential Information</u>") it gets access to <u>by the other Party (the "Disclosing Party")</u> hereunder. <u>The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in</u></p>	
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			<p><u>connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause 9 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the</u></p>	
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			<u>Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.</u>	
39	27, Payment Schedules	Total payment will be done immediately after sharing the reports. This has to be done as per the amount quoted by the bidder in online financial bid.	Total payment will be done immediately after sharing the reports. This has to be done as per the amount quoted by the bidder in online financial bid. <u>All amounts payable to BIDDER are exclusive of any Taxes.</u> High Court of Madhya Pradesh, Jabalpur <u>shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to High Court of Madhya Pradesh, Jabalpur. High Court of Madhya Pradesh, Jabalpur shall remit payment to BIDDER within thirty (30) days from the date of invoice. BIDDER shall invoice and High Court of Madhya Pradesh, Jabalpur shall make payment, in accordance with the billing period.</u>	Yes changed.
40	29, Force Majeure	The bidder or High Court of Madhya Pradesh, Jabalpur shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all	The bidder or High Court of Madhya Pradesh, Jabalpur shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Not	Yes changed as: - All the payments for undisputed services rendered till such date termination shall be made by the High Court of Madhya

		obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract	with standing this, provisions relating to indemnity, confidentiality survive termination of the contract <u>All the payments for services rendered till such date termination shall be made by the High Court of Madhya Pradesh, Jabalpur.</u>	Pradesh, Jabalpur.
41	29, Limitation of Liability	Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the High Court of Madhya Pradesh, Jabalpur for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from the willful misconduct. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of High	Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed <u>the Exam Value paid in aggregate the amount paid</u> to bidder by the High Court of Madhya Pradesh, Jabalpur for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from the willful misconduct. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of High Court of Madhya Pradesh, Jabalpur to perform any of High Court of Madhya Pradesh, Jabalpur 's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to	No change.

		<p>Court of Madhya Pradesh, Jabalpur to perform any of High Court of Madhya Pradesh, Jabalpur's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the High Court of Madhya Pradesh, Jabalpur for additional costs incurred, if any, as may be mutually agreed upon between the Parties</p>	<p>perform its obligations, and (b) entitled to charge the High Court of Madhya Pradesh, Jabalpur for additional costs incurred, if any, as may be mutually agreed upon between the Parties</p>	
42	-	-	<p>Note – We request the following clauses to be a part of the final agreement.</p> <p>1. Processing Norms HIGH COURT OF MADHYA PRADESH, JABALPUR and BIDDER acknowledge and agree that the provision of Services under this Agreement may require BIDDER to interact with the HIGH COURT OF MADHYA PRADESH, JABALPUR s and suppliers of HIGH COURT OF MADHYA PRADESH, JABALPUR relating to the Services as special agent for and on behalf of the HIGH COURT OF MADHYA PRADESH, JABALPUR and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided and / or validated and / or accepted by HIGH COURT OF MADHYA PRADESH, JABALPUR and agreed by the Parties. Candidate data including but not</p>	<p>The contract shall be finalized by the High Court of Madhya Pradesh under the terms and conditions of the tender document.</p>

			<p>limited to Personal Data, images of the candidate shall belong to the HIGH COURT OF MADHYA PRADESH, JABALPUR , with BIDDER being a data processor for the HIGH COURT OF MADHYA PRADESH, JABALPUR . BIDDER shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and BIDDER shall incur no liability for claims, loss or damages arising as a result of BIDDER's compliance with the Processing Norms. HIGH COURT OF MADHYA PRADESH, JABALPUR agrees to indemnify, defend and hold BIDDER and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions or proceedings and damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, incurred or suffered by BIDDER arising out of or resulting from BIDDER' compliance with Processing Norms. Further, HIGH COURT OF MADHYA PRADESH, JABALPUR shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or Personal Data.</p>	
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			<p>It is agreed between the parties that the HIGH COURT OF MADHYA PRADESH, JABALPUR shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and BIDDER will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. HIGH COURT OF MADHYA PRADESH, JABALPUR shall indemnify and keep BIDDER indemnified for any loss, damages, claims, penalties, cost and expenses including but not limited to reasonable attorney's fees, in the event BIDDER is exposed to any such investigation, enquiry or any similar proceedings.</p> <p>2. Representations And Warranties BIDDER warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule ____.</p> <p>Notwithstanding the aforesaid, any Services which are provided by BIDDER free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good</p>	
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			<p>standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, BIDDER MAKES NO WARRANTIES TO HIGH COURT OF MADHYA PRADESH, JABALPUR, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY BIDDER.</p> <p>3. Subcontract: BIDDER shall have the right to subcontract any part of the Services under this Agreement.</p> <p>4. Venue Allocation: - BIDDER shall submit list of available exam venues to the High Court of Madhya Pradesh, Jabalpur. High Court of Madhya Pradesh, Jabalpur shall select the venues from the list of</p>	
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			<p>venues submitted by BIDDER. BIDDER shall further allocate Candidates to the venues selected by the High Court of Madhya Pradesh, Jabalpur.</p> <p>5. OWNERSHIP AND PROPRIETARY RIGHTS HIGH COURT OF MADHYA PRADESH, JABALPUR acknowledges and agrees that BIDDER does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the BIDDER Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of HIGH COURT OF MADHYA PRADESH, JABALPUR. Nothing contained herein shall be construed as a transfer, assignment or conveyance by BIDDER to HIGH COURT OF MADHYA PRADESH, JABALPUR of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the BIDDER Application System or any enhancements, upgrades or derivative works thereof.</p>	
43	17, Scoring Model 1.1.3	<p>5. Overall IT staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations)</p> <ul style="list-style-type: none"> • >=100-250 – 2M • >250-500 -3M 	<p>Request the team to reduce the overall IT staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations)</p> <ul style="list-style-type: none"> • 50 – 100 – 2M • 100 – 200 – 3M 	No change.

			• >500 -5M	• 200 – 300 – 3M	
44	18, Scoring Model 1.2.1	5. Annual Turnover of Company for the period of 2019-2020, 2020-2021, 2021-2022. <100 Crore INR – 1M >100 to 250 Crore INR – 3M >250 Crore INR – 5M	Request the team to reduce the Annual Turnover to 55 Cr and request to provide exemption for the year 2019-20. Due to Covid-19 none of the high capacity examinations were conducted during this period. Which in turn affected the financial figures. <ul style="list-style-type: none"> • 20 Crore to 30 Crore – 1M • 30 Crore to 50 Crore – 3M • Above 50 Crore – 5M 	Average Annual Turnover of Company for the period of 2019-2020, 2020-2021, 2021-2022. <50 Crore INR – 1M >50 to 100 Crore INR – 3M >100 Crore INR – 5M	
45	24, Scoring Model 1.2.2	5. Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022. <50 Crore INR – 2M >50 - 70 Crore INR – 5M >75 Crore INR – 10M	Request the team to reduce Average annual turnover from examination services for the period 2019-20, 2020-21, 2021-22. <ul style="list-style-type: none"> • 10 Crore to 20 Crore – 2M • 20 Crore to 35 Crore – 5M • Above 35 Crore – 10M 	Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022. <25 Crore INR – 2M >25 - 70 Crore INR – 5M >70 Crore INR – 10M.	
46	15, Essential Technical Pre-requisites - 5	4. The bidder should not have incurred any loss during last three years up to financial year ending 31 st March, 2022.	Request the team to remove this clause. Due to Covid-19 none of the high capacity examinations were conducted during this period. Which in turn affected the financial figures.	No change.	
47	18, Scoring Model /	5. Overall IT staff strength (Project Management/Develop	We humbly request you to amend the changes as given below in the clause:	No change.	

	5.1.1.3	ment/ Quality Assurance /Implementation/ Operations)	On Roll Overall IT staff strength (Project Management/Development / Quality Assurance /Implementation/Operations)	
		>=100-250 = 2 Marks	>=100-250 = 2 Marks	
		>250-500 = 3 Marks	>250-350 = 3 Marks	
		>500 = 5 Marks	>350 = 5 Marks	
48	18, 5.1.2.11	5. Annual Turnover of Company for the period of 2019-2020, 2020-2021, 2021-2022. <100 Crore INR = 1 Marks >100 to 250 Crore INR =3 Marks >250 Crore INR =5 Marks	We humbly request you to amend the changes as given below in the clause: Annual Turnover of Company for the period of 2019-2020,2020-2021, 2021-2022. <100 Crore INR = 1 Marks >100 to 150 Crore INR =3 Marks >150 Crore INR =5 Marks	Average Annual Turnover of Company for the period of 2019-2020, 2020-2021, 2021-2022. <50 Crore INR – 1M >50 to 100 Crore INR – 3M >100 Crore INR – 5M
49	18, 5.1.2.1	5. Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022. <50 Crore INR = 2 Marks >50 to 70 Crore INR =5 Marks >75 Crore INR =10 Marks	We humbly request you to amend the changes as given below in the clause: Annual Turnover of Company for the period of 2019-2020,2020-2021, 2021-2022. <25 Crore INR = 2 Marks >25 to 50 Crore INR =5 Marks >50 Crore INR =10 Marks	Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022. <25 Crore INR – 2M >25 - 70 Crore INR – 5M >70 Crore INR – 10M
50	11, 5.1.1.2	5. CMMi level ISO 27001/ISO20000/ISO 9001 = 5 Marks	CMMi level ISO 27001/ISO20000/ISO9001 = 5 Marks	Yes changed as :- The CMMi level 3 or

		CMMi level 3 with ISO 27001 = 10 Marks CMMi level 5 with ISO 27001 = 15 Marks	CMMi level 3 with ISO 27001 = 10 Marks CMMi level 5 with ISO 27001 and PCMMi Level 5 = 15 Marks	CMMi level 5 to be in the field of software / application development and services. Rest is as per tender document.
51	18, 5. Scoring Model / 5.1.3.4	Primary Data Center with Secondary DC site to be managed by the bidder for data Security Tier III DC infrastructure with Secondary DC Outsourced by the bidder = 5 Marks Tier III DC infrastructure with Secondary DC owned by the Bidder = 10 Marks 'Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000certification. = 20 Marks	Primary Data Center with Secondary DC site to be managed by the bidder for data Security Tier III DC infrastructure with Secondary DC Outsourced by the bidder = 5 Marks Tier III DC infrastructure with Secondary DC owned by the Bidder = 10 Marks 'Tier IV DC infrastructure with Secondary DC owned /Hired by the bidder with Cert-in Certified infrastructure or ISO 27000certification. = 20 Marks	Refer Point Number 24.
52	19, Financial Evaluation	Evaluation and Comparison of Bids (QCBS) 80 % weight-age will be awarded for Technical Evaluation and 20 % weight-age will be awarded for Financial Evaluation.	We request you to kindly change the clause as most of the government agencies are following 70:30 QCBS Model. Evaluation and Comparison of Bids (QCBS) 70 % weight-age will be awarded for Technical Evaluation and 30 % weight-age will be awarded for Financial Evaluation.	No change.
53	30, ANNEXURE- I	ANNEXURE- I Financial arrangements for carrying out the proposed work.	Please confirm what needs to be furnished as supporting document for Financial arrangements for carrying out the proposed work.	No change.
54	36, B.	The Examination	Request you to remove the	Quote as

	Examination server at each examination centre:- /B (9)	Centre must have ISO 27001 certification or must be AICTE or NAAC accredited.	clause as most of the exam center are outsourced/Third Party Exam Center, They might not have ISO 27001 certification.	per tender. Already the word OR is there in the clause.
55	8, Page No 8	The selected bidder shall make payment for the expenditure incurred on Jammers facility out of money received from candidates through payment Gateway.	Payment received from the candidates via online payment gateway will be directly credited to the customer's account. No fees/amount received from candidates shall be credited to bidders account. Kindly Confirm	No change.
56	17, Point No 17	The bidder should be able to support the entire solution (across MP) on a 24 x 7 basis with a maximum response time of three hour.	Helpdesk duration is suggested as either 12/7 or 9/7as It has been 1 observed (for other exams) that call flow is very low post 5 pm. Kindly Confirm if acceptable.	No change.
57	21, Point No 8	The Bidder should be able to support the entire solution (across MP) on a 24 x 7 basis with a maximum response time of 3 hours.	Helpdesk duration is suggested as either 12/7 or 9/7 as It has been 1 observed (for other exams) that call flow is very low post 5 pm. Kindly Confirm if acceptable.	No change.
58	Page No12-13	The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in High Court of Madhya Pradesh, Jabalpur 482001. The data should be real time data generated from each Exam Centre during the examination.	We understand the monitoring console refer to command centre (a module that enables the customers to supervise Exam Centre activities and it can be accessed from anywhere).	No change.
59	35, B. Examination server at each examination centre:- (1)	Each Examination centre should have fingerprint reader at main gate so that only those examinees are allowed whose fingerprint is stored on Examination server in Examination centre. User biometric information	We suggest the candidates will be verified at the main gate and allowed to enter the exam center. Before allocation of the seats, the finger print and photograph of the candidates will be captured. Kindly confirm if acceptable.	No change.

		(Finger print / fact recognition) may be, registered at the time of enrollment/ form filling through authorized centre or kiosk only.		
60	35, B. Examination server at each examination centre:- (3)	Exam Hall must have auto generated encrypted code for paper. Thus auto generated code (id) must be distributed randomly. The first candidate who comes in exam room shall have first code, second shall get second code and likewise.	The Question Paper will be encrypted and password protected in the examination server and will be decrypted when the request from the first candidates comes post user authentication. Kindly confirm if acceptable.	Yes accepted.
61	36, B. Examination server at each examination centre:- (6)	Each examination hall should have at least two CCTV cameras with audio recording facility to the monitoring server not less than 5 Mhz frequency. The camera must have sufficient electricity back up through UPS, so that the movement and activity of Examinee can be recorded in case of power failure. This data should be uploaded to monitoring server on real time basis.	Each examination hall should have at least two CCTV cameras. The camera must have sufficient electricity back up through UPS, so that the movement and activity of Examinee can be recorded in case of power failure.	As per point number 29 of the clarification.
62	36, B. Examination server at each examination centre:- (7)	The recording of desktop of each Examinee computer should also be uploaded to monitoring server on real time basis which in turn to be secured at the monitoring server contemporaneously.	We understand the recording of desktop of each examinee computer refers to audit trail. Kindly confirm the same	Yes we required audit trail as per the requirement of the tender.
63	8, Pre-Examination Phase	The selected bidder is expected to arrange for Jammer	We would like to bring to your kind notice that, as per the circular "Jammer Policy	The Jammers as per

		<p>facility at all online Examination Centre as required by the High Court and for this bidder may take help of the High Court. The jammer shall be arranged by the High Court in coordination with the respective / selected vendor and Government Agency.</p>	<p>of the Government of India. 14 July,2016” available on Cabinet Secretariat website dated: 14thJuly 2016, detailed below Page 1 • PROCUREMENT OF JAMMERS For procurement and use of jammers by State/Union Territories, Defence forces and Central Police Organization (CPO s), norms have been evolved by the O / o Secretary(Security), Cabinet Secretariat. Private sector organization and or private individuals cannot procure/use jammers in India. These norms take into account the need to guard against random proliferation of jammers as well as to ensure that jammers installed do not unduly interfere with the existing mobile phone networks. Page 10</p> <ul style="list-style-type: none"> • Jammers can be bought/used by Ministries/Departments of Govt. of India, State Governments/ Union Territory Administration (Defence Forces, Central Security Organizations, Police Departments and Jail Authorities), and statutory examination conducting bodies of Govt. of. 	<p>requirement shall be arranged by the High Court.</p>
64	27, 9. Appointment of Successful Bidder	<p>Time Frame The successful bidder would be required to make the system up and operational within a period of 10 days from the date of signing of Contract.</p>	<p>Requesting to kindly finalize this criteria after a mutual discussion between the Client and Bidder at the time of Signing of the contract</p>	<p>Yes changed</p>
65	7, Scope of Work	<p>Question Paper for the examination</p>	<p>A. We assume the content for all Test Papers and master keys will be provided in required standard xls format.</p>	<p>A. Yes, the content for all Test Papers and master keys</p>

			<p>Please confirm.</p> <p>B. Please confirm min. and max. duration in hrs. of exam for different exam modules.</p> <p>C. Please confirm language(s) of QP.</p> <p>D. Please share number of qts. per paper (min and max.)</p> <p>E. We assume the questions are MCQ type only. Please confirm.</p>	<p>will be provided in required standard xls format.</p> <p>B. Minimum duration 60 minutes and Maximum duration 180 minutes.</p> <p>C. English and /OR Hindi.</p> <p>D. Depending upon the requirement of the High Court.</p> <p>E. Depending upon the requirement of the High Court.</p>
66	14, Test Data Archiving	<p>Test Data Archiving: The selected Bidder shall archive the result and other examination data for future references after specified time, as per requirement of the High Court of Madhya Pradesh, Jabalpur.</p>	<p>We suggest data to be archived for six months maximum post examination is conducted. Or else kindly specify till when the data is to be stored.</p>	<p>Quote as per the tender document.</p>
67	16, Clause 16/	<p>The bidder should not have been blacklisted by central / state government departments / undertakings. The bidder should not be blacklisted by the Central Government / State Government and other Semi Government Department and</p>	<p>Please clarify whether the bidder ought never have been blacklisted or as on the date of bid submission'. The first sentence is confusing.</p>	<p>Yes The bidder should not be blacklisted by the Central Government / State Government and other Semi Government</p>

		undertaking of the same is provided by the vendor as on the date / day of bidding (date of online submission).		Department. If any firm had been blacklisted in past by a government agency in India, a detailed report should be submitted describing reasons for blacklisting and solutions created to overcome it.
68	28, Force Majeure	Force Majeure	This clause should include "lockdown". Also all payments to be duly made in the event of termination of the contract due to force majeure.	Yes added.
69	Page No. 10 & 36 Scope of Work & Annexure - VI	Biometric <ul style="list-style-type: none"> The biometrics taken at this stage shall be used later on for authentication purposes. It is expected from the bidder that proper biometrics attendance of the candidates are to be recorded so that the selected candidates can be verified at the time of final examination /interview. The selected candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to Bidder's data center in a secured manner CCTV Each examination hall should have 	To ensure the successful examination conduction, various contemporary security measures have been inducted in the examination process through this tender like: <ul style="list-style-type: none"> Live CCTV surveillance of exam centres Manual Frisking of candidates Aadhaar -based Biometric and touch less IRIS Biometric solutions As per Industry best practice, the Tendering authority should always roll out separate RFP and not make these services a part of scope of Examination conduction agency, as the same would mean that the examination conducting agency itself is entrusted to monitor its work. In such a case, the purpose of enabling IT technology to control	No change

		<p>at least two CCTV cameras with audio recording facility to the monitoring server not less than 5 Mhz frequency</p>	<p>impersonation and provide Transparency would not be resolved, as no agency will ever point-out or highlight its own shortcomings.</p> <p>So, the best Industry Practice suggests Tendering authority should hire two separate agencies</p> <ul style="list-style-type: none"> • One for Examination conduction • Second for Supporting Infrastructure or Security ancillary services <p>First Agency, Exam conduction Body, will be focused on conduction of examination during examination day and the second agency would be working in real time scenario that will escalate the issues / challenge in real time to the client for immediate and effective resolution.</p> <p>Hereby, it is suggested that there should be two separate agencies for examination conduction and supporting infrastructure / audit activities / Security ancillary services.</p>			
70	-	-	<p>ADDITIONAL SCOPE OF WORK (Missing in RFP currently)</p> <p>Additionally, we would also suggest adding below mentioned services to curb the malpractices during exams and aid the relevant authorities at every step of the examination to clear out all possibilities of fraud and misconduct:</p> <table border="1" data-bbox="836 2279 1230 2489"> <tr> <td data-bbox="836 2279 1031 2489">Key challenges in Examination process</td> <td data-bbox="1031 2279 1230 2489">Proposed Solution / Services</td> </tr> </table>	Key challenges in Examination process	Proposed Solution / Services	Quote as per the tender document.
Key challenges in Examination process	Proposed Solution / Services					

			<p>No Method to establish Candidate's identity that an individual is who he or she claims to be</p>	<p>TRUST view: Biometrics Solution</p> <ul style="list-style-type: none"> • Aadhaar-based authentication • IRIS authentication. • Facial recognition • Fingerprint verification • Real-time attendance feature <p>For Impersonation Control by authenticating a candidate's identity.</p>	
			<p>No monitoring for Candidates / ground staff getting involved in various mal practices</p>	<p>CAM view: Live CCTV Surveillance Solution to monitor the examination process in real-time from remotely placed CCTV Command Control room.</p>	
			<p>Unsafe Transportation of crucial exam documents</p>	<p>TRACK view: Smart GPS Locking Solution for Safe Transport and storage.</p>	

			OMR Sheet Fudging post examinatio n	SCAN view: On- spot Scanning Solution immediatel y after the examinatio n	
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On the basis of queries of various bidders, the final technical scoring models for compliance are updated / modified / revised as under:-

5. Scoring Model

Sr. No.	Criteria	Score
1.1	Technical Capability	25 (maximum score)
1.1.1	Legal Structure	
	Partnership/Proprietary	1
	Private Limited	3
	Public Limited	5
1.1.2	CMMi level (The CMMi level 3 or CMMi level 5 to be in the field of software / application development and services. Rest is as per tender document.)	
	ISO 27001/ISO20000/ISO9001	5
	CMMi level 3 with ISO 27001	10
	CMMi level 5 with ISO 27001	15
1.1.3	Overall IT staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations) (The staff should be On roll).	
	>=100-250	2
	>250-500	3
	>500	5
1.2	Financial Capability	15 (maximum score)
1.2.1	Average Annual Turnover of Company for the period of 2019-2020, 2020-2021, 2021-2022.	
	<50 Crore INR	1
	>50 to 100 Crore INR	3
	>100 Crore INR	5
1.2.2	Average annual turnover from examination service for the period 2019-2020, 2020-2021, 2021-2022.	
	<25 Crore INR	2
	>25 - 70 Crore INR	5
	>70 Crore INR	10
1.3	Specific Capability / Experience of the Bidder relevant to the assignment (SC).	50 (maximum score)
1.3.1	No of Assignments in computer based examination	

	(with more than 25,000 candidates) completed in India in last three year (as on date of bid submission).	
	< 5 assignments 5 - 10 assignments > 10 assignments	2 5 10
1.3.2	No of cities covered in a single project in India in last three year (as on date of bid submission).	
	Minimum 15 cities 16 - 30 cities > 30 cities	2 5 10
1.3.3	Infrastructure Capability in India (Proof to be submitted).	
	<=10,000 10,001 - 20,000 >20,000	2 5 10
1.3.4	Primary Data Center with Secondary DC site to be managed by the bidder for data Security.	
	Tier III DC infrastructure with Secondary DC Outsourced by the bidder.	5
	Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification.	10
	Tier IV DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification.	20
2	Approach and Methodology	10 (maximum score)
2.1	Details of Methodology and Approach	
	The marks for Approach and Methodology will be given by the Committee based on detailed methodology submitted by the bidders. There will be no presentation by the bidders on the same and the marks shall be in the range of zero to 100% depending on the extent of meeting the corresponding requirements.	10

Note:-

1. All the pages of the bids and Annexure's are to be sealed and signed by the authorized officers of the company / vendor.
2. The decision of the High Court of Madhya Pradesh in selection of Firm for conducting Examination shall be final and no objection in this regard shall be entertained.
3. The date of online tender submission is extended to 27th February, 2023 before 06:00 P.M. (mandatory); hardcopy of tender submission is to be made upto 28th February, 2023 before 05:00 P.M. (mandatory) and opening of technical bids is on 01st March, 2023 at 11:00 A.M.

Sd/-

REGISTRAR GENERAL